

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 14/10/2022

Certificate No. GON2022J118

GRN No. 95352189



Stamp Duty Paid : ₹ 634000

Penalty : ₹ 0

(Rs. 2000 Only)

## Seller / First Party Detail

Name: Aplin Developers Pvt Ltd

H.No/Floor : 621a

Sector/Ward : Na

LandMark : Devika towers 6

City/Village : Nehru place

District : New delhi

State : Delhi

Phone: 93\*\*\*\*\*15

Others : Bloko developers pvt ltd



## Buyer / Second Party Detail

Name : Vatika Limited

H.No/Floor : A002

Sector/Ward : 83

LandMark : Inxt city centre

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*31

Purpose : COLLABORATION AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website [regashry.nic.in](http://regashry.nic.in)

## COLLABORATION AGREEMENT

TYPE OF DEED	:	COLLABORATION AGREEMENT
VILLAGE/CITY NAME	:	HARSARU, GURUGRAM
LAND AREA	:	8 KANAL 9 MARLA (1.05625 Acres)
TRANSACTION VALUE	:	Rs. 3,16,87,500/-
STAMP DUTY	:	Rs. 6,34,000/-
STAMP CERTIFICATE NO.	:	GON2022J118 DATED 14-10-2022
REGISTRATION FEE	:	Rs. 50,005/-
REGISTRATION FEE GRN	:	0095352266 DATED 13-10-2022
ISSUED BY	:	GOVT. OF HARYANA

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bloko Developers Pvt. Ltd.

For Vatika Limited

Auth Signatory

For Vatika Limited

Authorized Signatory

प्रलेख नं:8927

दिनांक:20-10-2022

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	COLLABORATION
तहसील/सब-तहसील	हरसरु
गांव/शहर	हरसरु

धन संबंधी विवरण	
राशि 31687500 रुपये	स्टाम्प ड्यूटी की राशि 633750 रुपये
स्टाम्प नं : GON2022J118	स्टाम्प की राशि 634000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:95352266
	वेस्टिंग शुल्क 0 रुपये
Drafted By: T C KHATAN/ADV	Service Charge:0

यह प्रलेख आज दिनांक 20-10-2022 दिन शुक्रवार समय 1:35:00 PM पर मेरे श्री/श्रीमती /कुमारी  
Aplia Developers Pvt Ltd and Bloko Developers Pvt Ltd/ra Sudeepa Mohan Joshi/OTHER निवास Gurugram द्वारा  
पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

Aplia Developers Pvt Ltd and Bloko Developers Pvt Ltd

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Vatika Ltd then Sukhpal/OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khosla पिता --- निवासी Adv  
Gurugram व श्री/श्रीमती /कुमारी Shiv Kumar पिता ---  
निवासी Adv Gurugram ने की।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

दिनांक 20-10-2022

For Vatika Limited

Authorized Signatory



This Collaboration Agreement is executed on this 20<sup>th</sup> day of October, 2022 by and

**BETWEEN**

1. **M/s Aplin Developers Pvt. Ltd.** (Earlier known as M/s Blair Developers Pvt. Ltd.) (CIN: U70200DL2010PTC209815 & PAN AAECB2955J), a Company incorporated under the provisions of the Companies Act, 1956 and further governed under Companies Act, 2013, having its registered office at Flat No. 621-A, 6<sup>th</sup> Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019, through its Director and authorized Representative Sh. Surendra Mohan Joshi (Aadhaar No. 2497 1895 5227), duly authorized in this behalf vide Board Resolution dated 12-08-2022 (hereinafter referred to as **Owner-1**)
2. **M/s Bloko Developers Pvt. Ltd.** (Earlier known as M/s Dale Developers Pvt. Ltd.) (CIN: U45400DL2008PTC175043 & PAN AACCD8835D), a Company incorporated under the provisions of the Companies Act, 1956 and further governed under Companies Act, 2013, having its registered office at - Flat No. 621-A, 6<sup>th</sup> Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019, through its Director and authorized Representative Sh. Surendra Mohan Joshi (Aadhaar No. 2497 1895 5227), duly authorized in this behalf vide Board Resolution dated 12-08-2022 (hereinafter referred to as **Owner-2**)

**Owner-1 and Owner-2** (hereinafter collectively/jointly be referred to as "**Owners**" and/or "**Executants**") which expression shall unless excluded by or repugnant or opposed to the context thereof, deemed to mean and include their respective successors, legal representatives, executors, administrators and assigns etc. of the Executants]

**AND**

**M/s Vatika Limited** (CIN U74899HR1998PLC054821) & (PAN AABCV5647G), a Company incorporated under the provisions of the Companies Act, 1956 and further governed under Companies Act, 2013, having its registered office at Unit No.- A-002, INXT City Centre, Ground Floor, Block-A, Sector-83, Vatika India Next, Gurugram - 122012, through its authorized person Sh. Sukhpal (Aadhaar No. 3171 9083 9937), S/o Late Sh. Deviram, R/o Baluda Road, Tehsil Sohna, District Gurugram, vide Board Resolution dated 12-08-2022 (hereinafter referred to as "**Developer**") which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, legal representatives, executors, administrators and assigns etc. of the OTHER PART.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bloko Developers Pvt. Ltd.

For Vatika Limited

Authorized Signatory

Authorized Signatory

For Vatika Limited

Authorized Signatory

Reg. No.

Reg. Year

Book No.

8927

2022-2023

1



पेशकर्ता



दावेदार



गवाह



उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Surendra Mohan Jashi OTHER Aptin Developers Pvt Ltd and Bioko Developers Pvt Ltd

दावेदार :- thru Sukhpal OTHER Vatika Ltd

गवाह 1 :- T C Khatalana

गवाह 2 :- Shiv Kumar

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8927 आज दिनांक 20-10-2022 को बही नं 1 जिल्द नं 54 के पृष्ठ नं 127.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1112 के पृष्ठ संख्या 11 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-10-2022

उप/संयुक्त पंजीयन अधिकारी (हरसर)

For Vatika Limited

Authorized Signatory



WHEREAS the Owner-1 is the absolute owner in possession of the land measuring 3 Kanal 15 Marla - Khewat No. 37 Khata No. 38, Mutsil No. 17 Killa No. 12/2(3-1), 13/1/2(0-11) Kita 2 area measuring 3 Kanal 12 Marla Salām and Khewat No. 36 Khata No. 37, Mutsil No. 17 Killa No. 11/1(6-8), Kita 1 area 6 Kanal 8 Marla to the extent of 3/128 part coming to 0 Kanal 3 Marla, situated in the revenue estate of Village Harsaru, Sub-Tehsil Harsaru and District Gurugram by way of Jamabandi for the year 2020-2021 which shall be deemed to form part and parcel of this Collaboration Agreement. (hereinafter referred to as the 'Land-1')

WHEREAS the Owner-2 is the absolute owner in possession of the land measuring 4 Kanal 14 Marla Salam, Khewat No. 56 Khata No. 60, Mutsil No. 18 Killa No. 14/2min(3-0), 15/1(1-14) Kita 2, area measuring 4 Kanal 14 Marla Salam, situated in the revenue estate of Village Harsaru, Sub-Tehsil Harsaru and District Gurugram by way of Jamabandi for the year 2020-2021 which shall be deemed to form part and parcel of this Collaboration Agreement. (hereinafter referred to as the 'Land-2')

'Land-1' and 'Land-2' shall hereinafter jointly referred as "Said Land"

AND WHEREAS the Developer has represented to the Owners that the Developer had obtained License No. 43 of 2013 dated 06.06.2013 in respect of the Said Land for developing Commercial Colony upon the Said Land;

AND WHEREAS the Developer has further represented to get the said license for setting up Commercial Colony migrated from Commercial Colony to Commercial Plotted Colony / SCOs (hereinafter referred to as the 'Project') and getting the plan sanctioned/approved from the competent authorities;

AND WHEREAS The Owners have represented that they are absolutely entitled and competent to enter into Collaboration Agreement for development of Said Land with the Developer. The Owners further represented that the Said Land is free from encumbrances, attachments, mortgages, liens, court cases/orders/decrees/stays, prior agreement, acquisition proceedings etc.

3. AND WHEREAS The Parties hereto have mutually discussed the terms and conditions of the development of the Said Land and to undertake construction thereupon and have agreed to the terms and conditions mentioned hereunder;

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

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For Vatika Limited

Auth Signatory

For Vatika Limited

Authorized Signatory





NOW, IT IS *HEREBY* AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER:

1. That the subject matter of this agreement between the OWNERS and the DEVELOPER is the Said Land of 1.05625 Acres situated in the revenue estate of Village Harsaru, Sub-Tehsil Harsaru and District Gurugram and the objective of this Collaboration Agreement is to develop the Said Land and to construct thereupon a Commercial Plotted Colony / SCOs, as stated hereinafter, after obtaining requisite permissions, sanctions, approvals, no objections etc. from the concerned statutory authorities/bodies, Director, Town and Country Planning etc. (hereinafter referred as "Project").
2. Parties agree and confirm that as a result of this Collaboration Agreement as agreed herein, the Owner1 shall be entitled to 210 Sq. Yards (@ 448 sq. yard per acre) and Owner 2 shall be entitled to 264 Sq. Yards (@ 448 sq. yard per acre) of the Said Land (hereinafter referred to as "Owner's Share") whereas the Developer shall be entitled to balance of permissible of Super built up area of said Project that may be available on the Said Land (hereinafter referred to as "Developer's Share"). The Parties will divide their respective share in the saleable area/super builtup area after approval of the layout plans/ building plans of the said Proposed Project by the competent authority, such division shall be subject to reconciliation at the time of the Developer making an application for issue of Occupation Certificate, such reconciliation may be necessitated on account of any modification of layout plans that may be required to be carried out during the period of construction. It is clarified that the said division will be carried out by the Parties by demarcating their respective shares on a copy of approved map and shall be acknowledged by signing thereupon as token of acceptance of said division. Further, the maintenance of said Proposed Project shall be done by the Developer either itself or through any maintenance company duly appointed/nominated by it. The Owners except their respective share, shall have no role or right in other such areas of the Proposed Project such as common area, open areas, green area, areas used for housing maintenance equipment etc. and other such areas.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.

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For Vatika Limited

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3. That simultaneously with the execution of this agreement, the Owners has handed over to the Developer the Original title deeds/ documents of the Said Land such as Sale Deeds, Jamabandies, Mutations, Khasra Girdawaris etc. and the Owners further undertakes to furnish further available documentary evidence of ownership of the Said Land as and when required by the Developer for the purposes of obtaining license / CLU / permissions or any other approval or sanction to be obtained by the Developer from the competent authorities or for creation of equitable mortgage on the said Land after obtaining the license from the competent authorities.
4. The Owners shall be bound to transfer the title of their respective share in the Said Land by way of sale deeds along with the requisite license for developing the same in favour of the Developer and/or its nominees within 30 days from the date of grant of No Objection Certificate/Permissions. The Developer, in terms of clause 2 hereinabove and upon transfer of the title as mentioned herein, shall allot the agreed area, falling under Owners Allocation, to the respective owner as per their share, by way of execution of Allotment Letter/Agreement to Sell/Builder Buyer Agreement or any other document in favour of the Owners.
5. That since considerable expenditure, efforts and expertise are involved in getting the Licenses, permissions, sanctions the Owners specifically agrees that it shall not rescind from the terms of this Agreement at any stage and specifically after the grant of License/Permission. In the event the Owners backing out or rescinding from this Agreement, besides other rights, the Developer shall be entitled to get the said Agreement specifically enforced and claim damages at the risk and cost of the Owners.
6. That the Developer shall be responsible to comply with the provisions of the act and rules and also for fee i.e. license fee/ renewal fee and all type of charges to develop/ set up the said Proposed Project.

For Aplin Developers Pvt. Ltd.,

Authorized Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

5 For Vatika Limited

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7. That this Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of this agreement can be undertaken, without getting prior permission of the DGTCP.
8. That the layout/building plans for the development of Said Land into a Commercial Plotted Colony / SCOs, shall be in accordance in conformity with the zonal plan and the rules and Bye Laws of the Town and Country planning dept., Haryana and/or such other authority as may be prescribed thereof pertaining to the Said Land as may be enforced in the area.
9. The Owners are well aware of the fact that the development of said Land, as agreed herein, by the Developer shall be strictly in accordance with the applicable government policies and laws. The Owners are aware of the applicable policies and thus undertake not to cancel the present Collaboration Agreement and to allow the Developer to commence and complete the proposed Project.
10. That the Developer shall apply for and obtain the requisite license for development of Said Land and for construction thereupon, as per this present, with the Town & Country planning Department Haryana. The Developer shall apply for the license as and when the said land qualifies for being developed under the policies of the State or as and when the state government starts accepting the applications for obtaining license for development of the Said Land under applicable policies.
11. The Owners have authorized the Developer to apply for and obtain the requisite license for development of the said Land from the competent authorities. The Owners agrees and undertake to execute separate Power of Attorney, if required, in favour of the Developer empowering it to deal and act upon the licenses and sanctions that may be granted by the authorities for development of the Said Land and for construction thereupon and the Owners shall extend all assistance and co-operation for smooth completion of the proposed Project.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.

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Authorized Signatory

For Vatika Limited

Authorized Signatory

For Vatika Limited

Authorized Signatory





12. That the Developer undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licenses, permissions, sanctions and approvals from the concerned/ competent authorities for developing Proposed Project on the Said Land. All expenses involved in and for obtaining license, clearances, permissions or sanctions from the concerned authorities and development, construction and completion of the Proposed Project shall be incurred and paid by the DEVELOPER. The actual physical possession of the said Land has been delivered by the Owners to the Developer simultaneously with the execution of this Collaboration Agreement. The Developer shall be fully entitled to demarcate the Said Land, to survey the same, to raise temporary structures upon the same, to place its guards upon the same etc. and the owners shall not disturb or interfere in the possession of the Developer till the purposes of the present agreement are fully achieved.
13. That the Developer shall proceed to have suitable design, model and/or plans prepared for the Proposed Project and get them approved / sanctioned from the competent authority(s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or concerned authorities for obtaining the requisite licenses, permissions, sanctions and approvals for the development and construction of said proposed Project on the Said Land in accordance with applicable zonal plans subsequent to execution of this agreement.
14. That the cost of development of Said Land including the charges/ fees of the architects, consultants, engineers, contractors etc., expenses incurred for preparation and sanctions of plans, expenses incurred for obtaining occupation/completion certificate, compounding fee or any other fee, charge, cess or tax related therewith and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be borne and paid by the Developer to the exclusion of the Owners.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioka Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory

Vatika Limited

Auth Signatory





15. That this agreement shall devolves all necessary rights and entitlements on the Developer to build the Proposed Project i.e Commercial Plotted Colony / SCOs in accordance with the terms of this agreement and to be entitled to its share, in the said Proposed Project.
16. After the receipt of Letter of intent (LOI) from DTCP for development of the Said Land, the Developer would be entitled to obtain a project loan for the project from any bank or institution by mortgaging the said Land or by keeping the said Land as collateral. In case any other document, Power of Attorney, written consent or appearance of the Owners will be required for obtaining the loan then the Owners shall be bound to comply, at the request of the Developer.
17. That it has been mutually agreed between the parties that the Developer shall have rights to transfer all its rights and obligations under this Agreement in part or in whole to any other person, company or entity without affecting the rights of the Owner contained in this Agreement. The Developer shall be entitled to enter into any agreement to sell/lease/rent or to dispose-off its share in any other manner, to receive the payments and to execute the necessary documents in favour of the prospective purchaser(s). The Owners, if required, shall join hands with the Developer in executing such documents in favour of such prospective purchaser(s) and to do all other acts, deeds and things which may be required or necessary to be done in order to confer legal and perfect title in favour of such prospective purchaser(s).
18. That in case any amount / fees/bank guarantee deposited with the government / any other authority is refunded to the OWNERS, then in that case the Owners shall pass on the same to the Developers.
19. That the Owners had, simultaneously with the execution of this Agreement, appointed and constituted Sh. Brij Kishore Singh S/o Late Sh. Bhagwat Singh as their duly constituted General Power of Attorney to do and perform all acts, things and deeds necessary in pursuance to and fulfilment of present Agreement and to sell / transfer / convey the saleable area of the said Proposed Project, falling only to the Developers

For Aplin Developers Pvt. Ltd.

Authorized Signatory

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Vatika Limited

Auth. Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory





Share, in its name and on their behalf, which shall stand duly ratified by the Owners. The said General Power of Attorney executed by the Owners shall be irrevocable and shall be totally / absolutely binding on the Owners and their respective legal heirs for all intents and purposes connected with this Agreement.

20. That the Owners undertake that it shall not deal with the said Land in any manner whatsoever and shall henceforth keep the said Land free from any charge, lien, litigation, claim etc. and shall not create any obstruction or impediment on any ground whatsoever, in the development of the said Land by the Developer.
21. That sale proceeds from the said Proposed Project may be utilised by the Developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including but not confined to external development charges, infrastructure development charges, compounding fee etc., payment of office/establishment expenses and other expenditure incurred in implementation of the Proposed Project and in complying with applicable policies.
22. That the OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the OWNERS shall also within a week of receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Proposed Project and for giving effect to the terms of this agreement.
23. That the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of said Proposed Project and/or booking and sale of saleable area therein.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

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For Bioko Developers Pvt. Ltd. or Vatika Limited

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Authorized Signatory





24. That on execution of this agreement, the Developer shall be entitled to enter upon the said Land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses, permissions, sanctions and approvals for development, construction and completion of the Proposed Project on the said Land. The Developer shall be at liberty to put up its sign boards at the premises of the said Land wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said Land.
25. That the Parties shall be liable in respect of Income Tax and other fiscal liabilities for their respective share in the saleable area of the Proposed Project.
26. That the Developer shall be entitled to name the said Proposed Project as it deems fit and the Owners shall not object to the same. The Developer shall also be entitled to advertise/publicize the Proposed Project through newspapers and other forms of print and electronic media.
27. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the OWNERS shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser(s) in respect of saleable areas of said Proposed Project, parking etc. agreed to be sold by the Developer at the cost and expense of the said Intending purchaser (s) and shall give the said Intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.
28. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provision of this agreement shall remain valid and enforceable in accordance with their terms.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

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For Vatika Limited

Auth Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory





29. That this Agreement is subject to Force-Majure condition i.e. in any unforeseen adverse eventuality, Developer shall not be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms thereof by reason of future restrictive government laws or regulations, riots, insurrection, war, terrorist actions, act of God etc.
30. That the costs of stamping, engrossing and registration of this agreement shall be borne by the DEVELOPER only.
31. That the parties shall duly comply with all the formalities in relation to the said project as required or as may be required under RERA.
32. That the Owners shall without demure indemnify the Developer in case the title of the Owners towards their respective share in the said Land is found to be defective and/or the Proposed Project is not complete due to a default or impediment on the part of the Owners and the Owners shall be also liable for payment of all damages and expenses to the Developer.
33. That the Parties have signed this agreement after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and/or under influence. Further, this Agreement supersedes all prior oral or written arrangement(s) / correspondence etc., if any, and records the entire arrangement between the Parties fully and finally.
34. That this Agreement is irrevocable and is specifically enforceable in a court of law as per the terms and conditions contained herein. If any Party violates this condition it shall be required to without demure compensate the other party for the resultant loss suffered by it.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bloko Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory

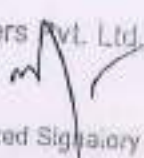
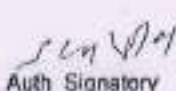
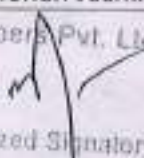
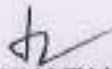

For Vatika Limited

Authorized Signatory

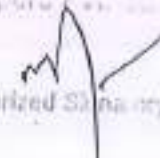




In witness whereof, the parties hereto have signed this Collaboration Agreement in the day, month and year first mentioned above

OWNER	Developers
<p>For Aplin Developers Pvt. Ltd.</p>  <p>Authorized Signatory</p> <p>1. Aplin Developers Pvt. Ltd. (Earlier known as Blair Developers Pvt. Ltd.) through its Director/ Authorised Signatory Surendra Mohan Joshi.</p>	<p>For Vatika Limited</p>  <p>Auth Signatory</p> <p>Vatika Limited through its Authorised Signatory Sukhpal.</p>
<p>For Bioko Developers Pvt. Ltd.</p>  <p>Authorized Signatory</p> <p>2. Bioko Developers Pvt. Ltd. (Earlier known as Dale Developers Pvt. Ltd.) through its Director/ Authorised Signatory Surendra Mohan Joshi.</p>	
<p>1. Witnesses</p>  <p>T.C. KHATANA Advocate Distt. Court, Gurgaon</p>	<p>2. Witnesses</p>  <p>SHIV KUMAR SINGH Advocate Distt. Courts, Gurugram</p>

For Aplin Developers Pvt. Ltd.



Authorized Signatory

For Vatika Limited



Authorized Signatory

Drafted By  
T.C. KHATANA, Advocate  
District Courts, Gurugram  
as per Both Parties Instructions



Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 14/10/2022

Certificate No. GON2022J111

GRN No. 95389553



Stamp Duty Paid : ₹ 1000

Penalty : ₹ 0

(Rs. Only)

## Seller / First Party Detail

Name: Apin Developers Pvt Ltd

H.No/Floor : 621a

Sector/Ward : Na

LandMark : Devika towers 6

City/Village : Nehru place

District : New delhi

State : Delhi

Phone : 93\*\*\*\*\*15

Others : Bioko developers pvt ltd



## Buyer / Second Party Detail

Name : Vatika Limited

H.No/Floor : A002

Sector/Ward : 83

LandMark : Inxt city centre

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*31

Purpose : GPA

85

20/10/22

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://e-governance.haryana.gov.in>

## POWER OF ATTORNEY

TYPE OF DEED	:	General Power of Attorney
VILLAGE/CITY NAME	:	HARSARU, GURUGRAM
LAND AREA	:	8 KANAL 9 MARLA (1.05625 Acres)
STAMP DUTY	:	Rs. 1000/-
STAMP CERTIFICATE NO.	:	GON2022J111 DATED 14-10-2022
REGISTRATION FEE	:	Rs. 105/-
REGISTRATION GRN NO.	:	0095393347
ISSUED BY	:	GOVT. OF HARYANA

For Apin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory



प्रलेख नं:85

दिनांक:20-10-2022

डीड संबंधी विवरण	
डीड का नाम	GPA
तहसील/सब-तहसील	हरसरु
गांव/शहर	हरसरु
धन संबंधी विवरण	
राशि 100 रुपये	स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : G0N2622J111	स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:95393347
	वेस्टिंग शुल्क 3 रुपये
Drafted By: T C KHATANA ADV	Service Charge:200

यह प्रलेख आज दिनांक 20-10-2022 दिन बुधवार समय 1:41:00 PM बजे श्री/श्रीमती /कुमारी  
Aplm Developers Pvt Ltd and Bioko Developers Pvt Ltd thru Surendra Mohan Joshi OTHER निवास Gurugram द्वारा  
पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता  
Aplm Developers Pvt Ltd and Bioko Developers Pvt Ltd



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Vatika Ltd thru Brij Kishore Singh OTHER हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को  
दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khatana पिता --- निवासी Adv  
Gurugram व श्री/श्रीमती /कुमारी Shiv Kumar पिता ---  
निवासी Adv Gurugram ने की।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संबन्धित पंजीयन अधिकारी (हरसरु)

For Vatika Limited

Authorized Signatory

This Power of Attorney is on this 20<sup>th</sup> day of October, 2022 by

1. **M/s Aplin Developers Pvt. Ltd.** (Earlier known as M/s Blair Developers Pvt. Ltd.) (CIN: U70200DL2010PTC209815 & PAN AAECB2955J), a Company incorporated under the provisions of the Companies Act, 1956 and further governed under Companies Act, 2013, having its registered office at Flat No. 621-A, 6<sup>th</sup> Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019, through its Director and authorized Representative Sh. Surendra Mohan Joshi (Aadhaar No. 2497 1895 5227), duly authorized in this behalf vide Board Resolution dated 12-08-2022 (hereinafter referred to as **Owner-1**) and
2. **M/s Bloko Developers Pvt. Ltd.** (Earlier known as M/s Dale Developers Pvt. Ltd.) (CIN: U45400DL2008PTC175043 & PAN AACCD8835D), a Company incorporated under the provisions of the Companies Act, 1956 and further governed under Companies Act, 2013, having its registered office at - Flat No. 621-A, 6<sup>th</sup> Floor, Devika Towers, 6, Nehru Place, New Delhi - 110019, through its Director and authorized Representative Sh. Surendra Mohan Joshi (Aadhaar No. 2497 1895 5227), duly authorized in this behalf vide Board Resolution dated 12-08-2022 (hereinafter referred to as **Owner-2**)

The Owner 1 and Owner 2 (hereinafter collectively/ jointly be referred to as "Owners" and/or "Executants"), which expression shall, unless excluded by or repugnant or opposed to the context or meaning thereof, be deemed to mean and include their respective successors, legal representatives, executors, administrators and assigns etc. of the Executants.

WHEREAS the Owner-1 is the absolute owner in possession of the land measuring 3 Kanal 15 Marla - Khewat No. 37 Khata No. 38, Mutsil No. 17 Killa No. 12/2(3-1), 13/1/2(0-11) Kita 2 area measuring 3 Kanal 12 Marla Salam and Khewat No. 36 Khata No. 37, Mutsil No. 17 Killa No. 11/1(6-8), Kita 1 area 6 Kanal 8 Marla to the extent of 3/128 part coming to 0 Kanal 3 Marla, situated in the revenue estate of Village Harsaru, Sub-Tehsil Harsaru and District Gurugram by way of Jamabandi for the year 2020-2021.

WHEREAS the Owner-2 is the absolute owner in possession of the land measuring 4 Kanal 14 Marla Salam, Khewat No. 56 Khata No. 61, Mutsil No. 18 Killa No. 14/2min(3-0), 15/1(1-14) Kita 2, area measuring 4 Kanal 14 Marla Salam, situated in the revenue estate of Village Harsaru, Sub-Tehsil Harsaru and District Gurugram by way of Jamabandi for the year 2020-2021.

The Executants are the sole and absolute owners and in lawful and peaceful possession of a parcel of land 8 Kanal 9 Marla (1.05625 Acres) hereinafter called the 'Said Land';

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bloko Developers Pvt. Ltd.

Authorized Signatory

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For Vatika Limited

Authorized Signatory



Reg. No.

Reg. Year

Book No.

85

2022-2023

4



पेशकर्ता



प्राधिकृत



गवाह

उप/संयुक्त पंजीयन अधिकारी

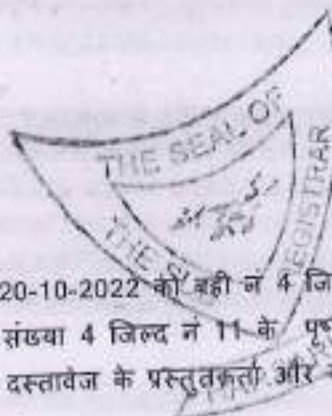
पेशकर्ता :- thru Surendra Mohan Joshi OTHER Aplin Developers Pvt Ltd and Bioko Developers Pvt Ltd

प्राधिकृत :- thru Brij Kishore Singh OTHER Vatika Ltd

गवाह 1 :- T C Khatana

गवाह 2 :- Shiv Kumar

प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 85 आज दिनांक 20-10-2022 को बही नं 4 जिल्द नं 1 के पृष्ठ नं 109.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 11 के पृष्ठ संख्या 62 से 63 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-10-2022

उप/संयुक्त पंजीयन अधिकारी (हरसर)

For Vatika Limited

Authorized Signatory



AND WHEREAS the Executants have entered into a Collaboration Agreement with M/s Vatika Limited, a Company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number U74899HR1998PLC054821 & PAN No. AABCV5647G and validly existing under the Companies Act, 2013, and having its registered office at Unit No.-A-002, INXT City Centre, Ground Floor, Block-A, Sector-83, Vatika India Next, Gurugram- 122012 Ltd. and registered bearing No. \_\_\_\_\_ dated \_\_\_\_\_, before the office of Sub-Registrar Harsaru, District Gurugram, for developing Commercial Plotted Colony / SCOs on the said land (hereinafter called the 'Said Project');

AND WHEREAS the said Developer has requested the Executants to grant and execute a General Power of Attorney in favour of its nominee Sh. Brij Kishore Singh S/o Late Sh. Bhagwat Singh, R/o - Baluda Road Sohna, Tehsil Sohna, District Gurugram, Haryana.

NOW THEREFORE, the Executants, do hereby jointly as well as severally appoint, nominate and constitute Sh. Brij Kishore Singh as its true and lawful attorney to do, all or any of the following acts, deeds, things on its behalf and, its name and which the said Attorney has agreed to do.

AND WHEREAS in terms of the said collaboration agreement, the Owners have undertaken to execute power of attorney in favour of the Developer/ its nominee(s) authorizing it to submit applications to various authorities for obtaining various requisitions, licenses, permissions, approvals, sanctions etc. in respect of the Said Project;

NOW BY THIS POWER OF ATTORNEY, WE, HEREBY nominate, constitute and appoint the Developer as our true and lawful Attorney with authority to do the following, acts, deeds and things for us and on our behalf and in our names regarding obtaining requisite permissions, license, sanctions etc. in respect of the Said Project:

1. To takeover actual and absolute physical possession of the Said Land and to hand over possession of the Said Land to the Developer and/or person nominated by the Developer.
2. To get the license transferred in due course in the name of the Developer, Vatika Limited or its associates / nominees or any other person, company or entity as my said Attorney may deem fit and proper.
3. To do all such acts, deeds and things as may be required for applying to the Director Town and Country Planning and obtain permission/ approvals and generally to do all such acts, deeds and things including signing all applications, forms, undertakings, affidavits as may be required for this purpose including appearing before any authority

For Aplin Developers Pvt. Ltd.

Authorized Signatory

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For Biako Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory

*[Handwritten signature]*





on behalf of the Executants, signing and presenting to the authorities any application, form, undertaking, affidavit etc. as may be required in this regard;

4. To deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the said land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. before any quasi-judicial, administrative authority;
5. To pay all Deposits/Securities, EDC/IDC etc. to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the said Project and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer and also to furnish bank guarantees;
6. To carry on correspondence and deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project;
7. To represent and to act on behalf of the Executants, before all offices of President of India Governor, state of Haryana, Director Town & Country Planning Department Haryana, Haryana Shehri Vikas Pradhikaran, Urban Development Authority, Haryana Real Estate Regulatory Authority, Panchayat Local government, Income Tax Department, Municipal Corporation, Haryana State Electricity Board, Fire Authority and any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the said Attorney may desire or deem fit from time to time, for any license, permission, approval, sanction or consent required in connection with the exercise of the rights vested in by virtue of the said Collaboration Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the said land and for the purposes incidental thereto, and make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
8. To prepare plans and make applications for obtaining of change of land use of the said land, licenses, permits, permissions and approvals for zoning, development, sale and marketing of the said land, make / receive payment of fees and charges, incur expenses for the said purpose.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.

Authorized Signatory

For Vatika Limited

Authorized Signatory





9. To appear and represent us before any court of law, authority collector, Tehsildar, revenue court, etc. appoint/dismiss /re-appoint lawyers, experts, and file/ initiate/ contest/ settle any legal proceeding, suits complaints, writs, claims appeals, partition suits and to sing submit and affirm plaints, petitions written statements, securities bonds, surety bonds, applications written statements, affidavits, undertakings, indemnities and all other documents as maybe required for the said purposes and also to replace any security bonds and/or surety bonds given by us by deposit of money or by any other mariner as the concerned court may deem appropriate.
10. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, license, intimation of approval, commencement certificate, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the said land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;
11. To make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable laws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;
12. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Said land / Total Lands by utilizing the entire FSI / FAR available in respect of the Total Lands as are permissible under the development rules from time to time;
13. To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and

For Aplin Developers Pvt. Ltd.

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For Bioko Developers Pvt. Ltd. or Vatika Limited

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development of the Project;

14. To be responsible for the construction and development on the said land and development of the Project or any part thereof in accordance with the terms and conditions of the Collaboration Agreement;
15. To carry out the Project on the said land through or with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications;
16. To carry out the development of the Project as per the terms of the Said Collaboration Agreement and to do various acts, deeds, matters and things in respect of the said land or the Project including dealing with HUDA, Haryana State Electricity Board, DHBVN, Airport Authority, Town and Country Planning, Municipal Committee, Central/State Government offices and/or any other applicable public or private utilities;
17. To appear before any person, officer and authority, in relation to exercising the rights of development vested in the developer under the Said Collaboration Agreement or in relation to the development of the Project on the said land, and for any other matter connected with and/or touching the development of the Project;
18. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
19. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled), experts or other persons as may be required for planning, obtaining of licenses and permits for developing the said land and to carry out the development work in relation to the Project and to pay the wages, remuneration etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
20. To engage various agencies and persons in connection with the development / execution / completion of the said land.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioka Developers Pvt. Ltd.

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For Vatika Limited

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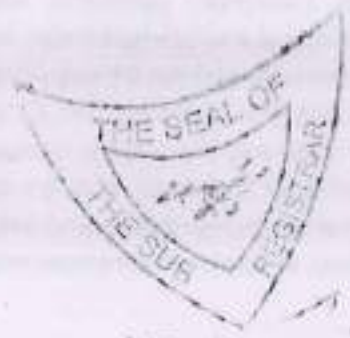
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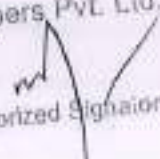
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21. To market, advertise, brand, publicize, operate, maintain, book by way of sale for such price and on such terms and conditions as may be agreed by the Developer from time to time and to sign, execute all relevant documents for sale, including but not limited to Conveyance Deeds, Sale Deed, Exchange Deeds, etc. with respect of the Developer's share in the said land and to receive payments/ consideration / deposits / advances / fees / charges there for in its own name and behest. However, it is made clear that the Attorney shall not sell or alienate in any other manner any portion of the Developer's share in the said land until the share of the Owners, Executant herein, is divided by metes and bounds on the final map. However, my Attorney above named shall be fully empowered to agree to sell or alienate in any manner to any third party (ies) space(s) falling into the share of the Developer in the said land anytime hereinafter.
22. To receive at any time hereinafter from the said prospective buyers / allottees / users or their heirs, representatives and / or assigns, payments / consideration amounts, deposits / advances / fees / charges and give effective receipts and discharges for the same.
23. To avail a loan for development of the said land against equitable mortgage of the said land (by deposit of the original title deeds of the said land) and to register any document for and on our behalf in this regard provided that such loan shall be availed by the Developer after the license for the proposed project has been received from the competent authority.
24. ✓ To sell / transfer / convey in any manner to third parties to the extent of developer's share.
25. To avail loan for the development of the said land by mortgaging whole or part of the said land. The Attorney is permitted to deposit the original title deeds of the said land with the lending agency for the purpose.
26. To appear on our behalf before the Register or sub-register or any other authority competent with regard to the development of the said land and to present for registration and / or receive any document in this regard including but not limited to lease deeds, security deposit agreements rectification deeds agreement for sale and Conveyance Deed /Sale Deed /Exchange Deed's.

For Aplin Developers Pvt. Ltd.  
  
Authorized Signatory

For Bloko Developers Pvt. Ltd.  
  
Authorized Signatory

  
For Vatika Limited  
  
Authorized Signatory





27. To sell / alienate in any manner to third parties the whole or part of the Developer's share in the said land and to admit to execution thereof and give acknowledgement/ receipts of the payments and to do other acts that may be necessary for the registration of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same provided that our Attorney will do so after the Developer has offered possession to the Owners (Executant herein) or to their nominees, the Owner's share in the said land.
28. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
29. To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
30. To sign and file undertaking, as may be necessary, to the municipal Committee/ Corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intents of this Power of Attorney;
31. To do all acts, deeds and things required for amending / rectifying any entries in respect of the said land in the land revenue records.
32. To remove / dismantle /shift all structures, houses, equipment that may exist, now or from time to time on the said Land.
33. To further delegate all or any of the aforesaid powers to any other person or persons and to appoint any other attorney or attorneys with all or any of the said powers, and to cancel withdraw and /or revoke the powers conferred upon such attorneys.

For Aplin Developers Pvt. Ltd.

Authorized Signatory

For Bioko Developers Pvt. Ltd.


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For Vatika Limited

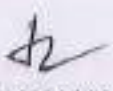
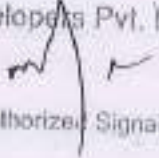

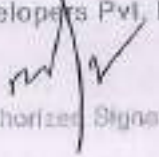
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Drafted By  
T.C. KHATANA, Advocate  
District Courts, Gurugram  
as per Both Parties Instructions

IN WITNESS WHEREOF the Executants have executed this Power of Attorney on the date and place first mentioned above.

Witnesses	Owners / Executants
1.   T.C. KHATANA Advocate Distt. Court, Gurgaon	For Aplin Developers Pvt. Ltd.  Authorized Signatory  1. Aplin Developers Pvt. Ltd. (Earlier known as Blair Developers Pvt. Ltd.) through Its Director/ Authorised Signatory Surendra Mohan Joshi.
2.   SHIV KUMAR SINGH Advocate Distt. Courts, Gurugram	For Bioko Developers Pvt. Ltd.  Authorized Signatory  2. Bioko Developers Pvt. Ltd. (Earlier known as Dale Developers Pvt. Ltd.) through Its Director/ Authorised Signatory Surendra Mohan Joshi.

For Aplin Dev. ....

Authorized Signatory

  
For Vatika Limited

  
Authorized Signatory

